



# What should the W3C do about Privacy?

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# Introspection







# Definition, please?

I never knew I had it

until after it was gone



# Who owns what?

The diagram consists of three stacked layers. The top layer is a green, wavy-edged shape labeled 'applications'. The middle layer is a magenta rounded rectangle labeled 'formats and presentation'. The bottom layer is a blue, wavy-edged shape labeled 'protocols and plumbing'. The layers are stacked vertically, with the green layer on top, the magenta layer in the middle, and the blue layer at the bottom.

applications

formats and presentation

protocols and plumbing





# Policy

Do not intercept messengers and  
break the seals on their bags.

*So it's OK to listen in on telephone calls?*



# Tension

Did I allow you to do that?

Did you forbid me?





# How much?

I saw you...shopping  
today, unusual place!

*Perhaps I was buying a gift!*

and I have photo  
of you later...

*oh...?*

entering a bar...

...and someone saw you inside...  
...and who you were with...  
...what you drank...  
...what you said...





# Policy ( 1 of 8 )

These Terms of Service & Acceptable Use Policy (the "Terms") govern your use of SOMEONE Internet Services' SOMEONE Wi-Fi service ("Service") and the SOMEONE Internet Services network ("Network"). If you connect to the SOMEONE Wi-Fi service via one of SOMEONE's roaming partners, your use of the Service will also be governed by that provider's Terms of Service and Acceptable Use Policy, which will be available on the first screen that you see when you access the Wi-Fi service. Before using the Service, read the following Terms. Your use of the Service represents your agreement to these Terms. If you do not agree with these Terms, do not use the Service.

## Terms of Service

### Description of the Service

The Service is provided by SOMEONE Internet Services ("SOMEONE"). The Service provides you with wireless access to the Internet via certain SOMEONE high-speed Internet access points ("Locations") and, depending on your Service plan, certain roaming partner locations. SOMEONE offers two types of plans: (1) subscription plans for SOMEONE High Speed Internet Customers ("Subscription"); and (2) membership plans for those who do not have SOMEONE High Speed Internet ("Membership") (Membership plans include special offers such as the Starbucks Loyalty Membership and Starbucks Partner Membership program). Membership customers are also subject to the terms of conditions of the applicable End User Membership Agreement.

SOMEONE may, but is not obligated to, extend its Locations through roaming agreements with other Internet Service Providers. If SOMEONE does extend its Locations and you access the Service of a roaming partner, you will be responsible for any applicable roaming charges if you do not subscribe to a roaming Service plan from SOMEONE.

### Charges/Billing/Payment

You agree to pay all charges and fees specified when your ordered the Service, including any monthly recurring or nonrecurring charges, taxes, fees, surcharges or other assessments applicable to the Service. All SOMEONE charges for the Service are billed in advance. Membership customers are billed according to the terms and conditions of the Membership Agreement. Subscription customers' charges will appear monthly on the SOMEONE portion of your SOMEONE local telephone bill. The Service is provided on a month-to-month basis and the monthly charges are subject to change. Payment for the Service is due on the date specified on the SOMEONE local telephone bill. If any portion of payment is received after the payment due date, a monthly late charge may apply. The monthly late charge will be administered according to standard SOMEONE billing procedures and will not exceed the highest amount allowed by law. The late charge will be applied to the entire outstanding balance for each month or portion thereof for which the balance remains unpaid. In the event you fail to pay charges, SOMEONE may suspend or terminate your Service and may assign unpaid late balances to a collection agency for appropriate action . In the event legal action is necessary to collect on balances due, you agree to reimburse SOMEONE for all expenses incurred to recover sums due, including attorneys' fees and other legal expenses. You also agree to pay all current charges for the Service as well as taxes and fees assessed against you or SOMEONE on the charges and all late payment, interest or other fees as stated on your bill. You will also be charged a fee for any check returned to SOMEONE relating to the Service. SOMEONE may modify its billing practices or late payment charges by providing you with prior written notice of the modification.

### Service Suspension/Termination/Cancellation

SOMEONE respects freedom of expression and believes it is a foundation of our free society to express differing points of view. SOMEONE will not terminate, disconnect or suspend service because of the views you or we express on public policy matters, political issues or political campaigns. However, SOMEONE may immediately terminate or suspend all or a portion of your Service, without notice, for conduct that SOMEONE believes (a) violates the Acceptable Use Policy, set forth below; or (b) constitutes a violation of any law, regulation or tariff (including, without limitation, copyright and intellectual property laws) or a violation of these Terms, or any applicable policies or guidelines. Your Service may be suspended or terminated if your payment is past due and such condition continues un-remedied for thirty (30) days. Termination or suspension by SOMEONE of Service also constitutes termination or suspension (as applicable) of your license to use any Software. SOMEONE may also terminate or suspend your Service if you provide false or inaccurate information that is required for the provision of Service or is necessary to allow SOMEONE to bill you for Service. Membership customers: customer cancellation of Services is governed by the terms and conditions of your Membership Agreement. Subscription customers: you may cancel your subscription to the Service at any time by contacting SOMEONE. If canceled after the first month, subscription charges will be prorated to the date the Service is cancelled. If you disconnect your DSL or Dial Internet access services, your subscription to the Service will also automatically cancel.

### Modifications to the Service / Updates to the Terms

SOMEONE reserves the right to modify or discontinue, temporarily or permanently, at any time and from time to time, the Service (or any function or feature of the Service or any part thereof, including but not limited to rates and charges) with or without notice. You agree that SOMEONE will not be liable to you or to any third party for any such modification, suspension or discontinuance of the Service. Without limiting the foregoing,

SOMEONE may post, or email, notices of changes in the Service. It is your responsibility to check our website and your SOMEONE email address for any such notices. You agree that SOMEONE will not be liable to you or to any third party for any such modification, suspension or discontinuance of the Service.

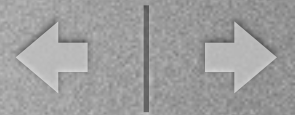
These Terms may be updated or changed from time to time. The current Terms shall be posted at: ("Website"). If SOMEONE makes a change to these Terms and that change has a material impact on the Service, you will be provided electronic notice of that change via e-mail or other written notice. Your continued use of the Service following such notice constitutes your acceptance of those changes. If you do not agree to the revisions, you must terminate your Service immediately.

### Operational Limits of the Service.

Provisioning of the Service is subject to the availability and the operational limitations of the requisite equipment and associated facilities. You understand and agree that temporary interruptions of the Service may occur as normal events in the provision of the Service and that SOMEONE will not be liable for such interruptions. You further understand and agree that SOMEONE has no control over third party networks you may access in the course of your use of the Service, and therefore, delays and disruptions of other network transmissions are beyond the control of SOMEONE. SOMEONE will not be liable for any failure of performance, if such failure is due to any cause beyond SOMEONE's reasonable control, including acts of God, fire, explosion, vandalism, nuclear disaster, terrorism, cable cut, storm or other similar occurrence, any law, order or regulation by any government, civil, or military authority, national emergencies, insurrections, riots, wars, labor difficulties, supplier failures, shortages, breaches, or delays, or delays caused by you or your equipment.

### Registration/Customer Information/Password Security





# Policy (2 of 8)

All information that you provide to SOMEONE must be accurate, including your name, email address, physical address, credit or charge card numbers and expiration dates and any Service payment information ("Registration Data"). You are responsible for keeping such information up-to-date and must provide changes promptly to SOMEONE. You agree to keep confidential your log-in ID and password and are solely responsible for any liability or damages resulting from your failure to maintain that confidentiality. You are also solely and fully responsible and liable for all activities that occur under your member ID. You agree to immediately notify SOMEONE if you suspect any breach of security such as loss, theft, or unauthorized disclosure or use of your member ID or password.

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## Privacy Policy

Registration data and certain other information about you is subject to the SOMEONE Wi-Fi Privacy Policy. For more information see: [http://example.someone.com/privacy\\_statement.adp](http://example.someone.com/privacy_statement.adp).

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# Questions: Can we...

- ...define privacy?
- ...identify clearly the W3C's layer and scope?
- ...be confident of the expressive scope of policy languages?
- ...manage degree & context of disclosure?
- ...keep disclosure voluntary & informed?





# Questions: Do we...

- ...have enough members from sites and services?
- ...understand the privacy impacts and implications of our specifications?
- ...alert our 'customers' to those implications?
- ...have enough 'mistakes to learn from'?



# Conclusion

This is a big, fluid, area.

Stay focused on what we own, know,  
and where we can be effective.





# Thank you

